

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

JULNOR JEAN,

individually,

Plaintiff,

v.

Case No.:

GROUP SOLAR USA LLC,

a Delaware For Profit Corporation,

Defendant.

/

COMPLAINT

Plaintiff JULNOR JEAN sues Defendant GROUP SOLAR USA, LLC. and states:

JURISDICTION AND VENUE

1. The Court has jurisdiction pursuant to Fla. Stat. § 26.012 and § 86.011.
2. Venue is appropriate in Miami-Dade County pursuant to Fla. Stat. § 47.011 as the Plaintiff is a resident of, and his home is located in, Miami-Dade County and Defendant, at all relevant times, did business in Miami-Dade County.
3. The amount in controversy is more than \$15,000.00, exclusive of attorney's fees, interest, and costs.

PARTIES

4. Plaintiff is an 81-year-old Haitian immigrant living off a fixed Social Security income who resides in a single-family residence he owns in Miami Shores. This matter was referred to the undersigned law firm through the Dade Legal Aid "Put Something Back" program.
5. Defendant is a for-profit solar energy distributor incorporated under the laws of the State of Delaware.

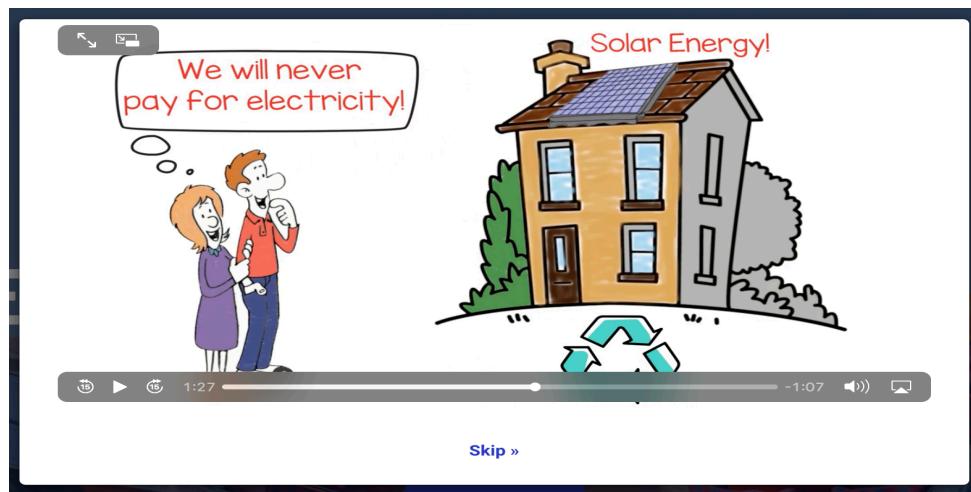
FACTS GIVING RISE TO PLAINTIFF'S CLAIM

I. Defendant's Sales Pitch:

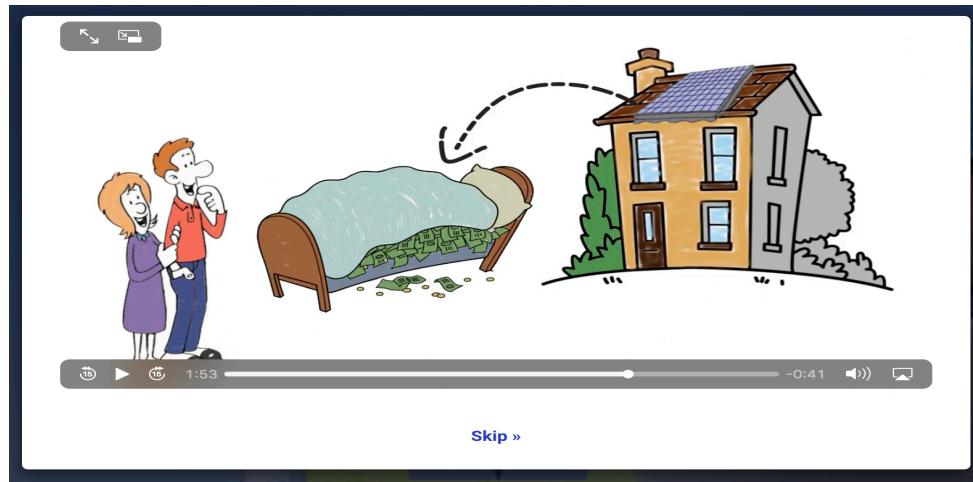
6. In March of 2016 Bar Bitton ("Defendant's Sales Agent") was in the Miami Shores residential neighborhood going door-to-door giving unsolicited sales pitches to homeowners about the benefits of purchasing a home solar energy system from Defendant.

7. During his sales presentation Defendant's Sales Agent told Plaintiff that: (i) if he purchased a home solar system he will "never have to pay for electricity again" as his monthly Florida Power & Light ("FPL") electricity bill would be reduced to zero-dollars; (ii) the system would have the capacity to produce more energy than his home would need, (iii) the excess energy his home solar system produced could be sold to FPL, for Mr. Jean's profit, (iv) Plaintiff would receive a one-time \$6,000 rebate payment, and (v) the installation of the solar system would increase the value of his home.

8. Defendant's website, <http://groupsolarusa.com>, contains an animated sales video that makes the same representations as made by Defendant's Sales Agent to Plaintiff. Including, the prospect of a zero-dollar electric bill:



Profits from the sale of excess energy back to the energy grid:



And an increase in the value of a home by as much as 37%:



II. Costs and the Ygrene Energy Fund, Inc. PACE Loan:

9. Defendant's Sales Agent explained to the Plaintiff that he could purchase a \$19,990 solar system from Defendant by borrowing, with no money down, 100% of the cost from Ygrene Energy Fund Florida, LLC ("Ygrene") for "Property Assessed Clean Energy" (hereinafter "PACE") amortized over twenty years for a \$186.98 monthly payment.

10. PACE loans are home-improvement loans that finance environmental upgrades to residential properties, including solar panels. Unlike traditional loans, PACE loans do not involve a straightforward extension of credit from a lender, who then receives periodic repayments directly

from the borrower. Instead, PACE loans are created as tax liens on the given property; homeowners repay the loan as a special tax assessment collected by the Miami-Dade County. PACE loans reflect a partnership between state or local governments, on the one hand, and private finance companies, like Ygrene, on the other. The government creates a special tax-assessment district in which PACE loans will be made.

11. Plaintiff resides in one of those special tax districts and agreed to a special assessment to purchase and install Defendant's solar system that is repaid through an annual assessment on his real estate tax bill.

12. On March 1, 2016, Plaintiff and Defendant executed the document entitled "Residential Solar Photovoltaic Systems Application" attached as Exhibit "A".

13. On March 2, 2016, Defendant's Sales Agent also produced and requested Plaintiff to sign the Miami-Dade "Green Corridor" PACE district "Summary Memorandum of Agreement" approving the special assessment. See Exhibit "B".

14. The total special assessment (including fees and interest) is \$21,611.14 for Plaintiff to pay for the home solar system purchased from Defendant and installed at his home. See Ygrene "Final Closing Statement" at Exhibit "C".

15. In April 2016, Defendant's Sales Agent produced the Miami-Dade "Green Corridor" PACE District document "Addendum to Financing Agreement" for Plaintiff to sign. See Exhibit "D".

16. Plaintiff never met or spoke to any employee or agent from Ygrene or Miami-Dade County. All application documents related to those entities were arranged to be provided to Plaintiff by the Defendant, Group Solar USA's Sales Agent, Bar Bitton.

III. Rebates and Misunderstanding:

17. In addition to the above described promises, Defendant's Sales Agent further informed Plaintiff that after the solar system was installed Defendant would issue Plaintiff a one-time \$6,000 rebate payment. After months of Plaintiff demanding that the rebate payment be made, Defendant eventually paid Plaintiff \$2,500.

18. Defendant now maintains that Plaintiff misunderstood the rebate offer, and that the \$6,000 amount was a reference to tax incentives for renewable energy that it believed Plaintiff would receive. Plaintiff does not earn enough income to necessitate filing a federal tax return and is not eligible for any tax benefits. Defendant claims that it paid Plaintiff \$2,500 because it felt sorry that Plaintiff did not understand the terms of the transaction.

19. There was no meeting of the minds between the parties as it related to a recoverable \$6,000 rebate, federal tax incentive program eligibility, and there was a fundamental misunderstanding as to the terms of the deal.

20. Adding to the complexity of this contract negotiation and execution is that fact that Plaintiff was almost entirely blind at the time due to cataracts in both of his eyes and he was unable to read the documents. Plaintiff relied exclusively on Defendant's Sales Agent's explanations and representations as to the contract's contents and terms and the system's capacity and performance. Furthermore, the sales presentation by Defendant's Sales Agent was made in English, Plaintiff's second language.

III. The Contract, Kilowatts and the Missing Essential Terms:

21. The document Plaintiff executed to purchase the home solar system from Defendant is entitled "Residential Solar Photovoltaic System Application". *See Exhibit "A".*

22. The document lists the price of \$19,990, with a \$0 down payment, to be financed

by Ygrene with an estimated monthly payment of \$186.98, for 240 monthly payments and a completion date for installation of April 1, 2016.

23. The space on the contract to enter the number of solar panels Plaintiff was purchasing for \$19,990 is left blank.

24. As would become clear to Plaintiff later, the amount of energy the solar system produces, and therefore the available reductions on a monthly FPL utilities bill, is directly related to the number of solar panels installed. The contract omitted this essential term.

25. What is listed on the contract is “2.70KW”, handwritten by Defendant’s Sales Agent on a space provided under “Description of Significant Equipment”. Defendant’s Sales Agent gave Plaintiff no specific information as to what “2.70KW” meant exactly, only that the solar system, once installed, would power his home, reduce his monthly FPL bill to zero-dollars, raise the value of his home, and turn a profit for the Plaintiff.

26. Defendant’s Sales Agent’s specific inducements were that each home appliance would be powered by its own solar panel ensuring that the system covered Plaintiff’s home energy usage.

27. Florida, due to the hot weather, is a high usage energy state. The average home solar system for a single-family home is 10 kilowatts (“KW”). In lower usage states, a typical single family home solar system is 5KW.

28. Based on Defendant’s Sales Agent’s representations and inducements related to the system’s performance, a 2.70KW system makes it impossible to provide sufficient energy to live up to the representations and inducements made by Defendant.

29. Defendant charged Plaintiff \$19,990 for a very small and weak home solar system.

30. SunEdison Brand 270w solar panels, the type of solar panel listed in the contract,

are advertised online for a mere \$315 per panel. A 10-panel system can be purchased for about \$3,000.

31. Based on solar system price comparison data available online, the average price in Florida for a 6KW system is roughly \$10,000. For a 10KW solar system in Florida the average price is between \$15,000 to \$19,000, after application of the federal tax rebate program which Plaintiff is not eligible for.

32. Defendant charged Plaintiff \$19,990 for a 2.70KW system consisting of an unknown number of solar panels. Plaintiff was induced to enter this contract due to the myriad misrepresentations about the impossible benefits and production levels of the system that was ultimately installed.

IV. The Reality of the Home Solar System Installed by Defendant:

33. The solar system sold and installed by Defendant is falling woefully short of producing the amount of solar energy necessary to reduce Plaintiff's electric bills. In fact, over two years into Plaintiff's home solar panel experience and Plaintiff's monthly FPL bill is routinely higher than it has ever been. Plaintiff's home has not increased in value due to installation of the solar system.

34. FPL notified Plaintiff that to produce enough solar power to result in the promised zero-dollar monthly FPL utilities bill for a single-family home it would require a home solar system to create approximately 1600 kwh in the summer and 800 kwh in the winter. The solar system as installed comes nowhere near producing that much solar energy.

35. Plaintiff, whose income is his \$781 monthly Social Security check, is now obligated to pay the \$186.98 monthly loan payment in addition to a monthly FPL bill that is now routinely higher than it had been before the installation of the system.

36. In the intervening time before contacting an attorney, Plaintiff unsuccessfully attempted to persuade Defendant to correct the issues with his solar system.

37. Defendant has shut down its Florida operation and moved to Bronx, New York.

38. Defendant was never registered with Florida Division of Corporations or authorized to do business in the State of Florida.

39. Plaintiff, in August of 2017, at wits' end, travelled to the Dade Legal Aid office to request legal assistance. The matter was referred to the undersigned law firm through the Dade Legal Aid "Put Something Back" program.

40. With the assistance of the undersigned attorneys, Plaintiff has spent several months attempting work with the Defendant in the hopes Group Solar USA would take the necessary measures to fix Plaintiff's solar system to produce the promised zero-dollar monthly FPL bill.

41. Defendant has refused to add additional solar panels to increase solar output or, alternatively, to remove and retake possession of the solar system, rescinded the contract, and refund the loan payments made during the time the solar system has been underperforming.

42. Although Plaintiff's energy usage has moderately increased due to the repair of his air conditioning unit, the system's capacity is not sufficient to provide needed energy to his home. The trees on the Plaintiff's property, that were there when Defendant installed the solar system on the roof, have been trimmed to provide more exposure to sunlight but have not improved the energy output.

43. As a result of the above mentioned facts, the agreement in the documents set out in Exhibits "A", "B", "C" and "D" between Plaintiff and Defendant were never formed because, among other things, (i) the contract is missing a material and essential term as the number of SunEdison Brand 270W monocrystalline solar panels to be purchased was left blank, (ii) there

were multiple misunderstandings between the parties, including misunderstandings related to the \$6,000 rebate payment, and Plaintiff's eligibility for tax incentive programs, (iii) there was no meeting of the minds, and, (iv) it was impossible for the system as installed to live up to the representations, warranties and inducements made by Defendant's Sales Agent due to its small size and low solar output.

COUNT ONE
Petition for Declaratory Judgment

44. Plaintiff reasserts and incorporates herein by reference the averments set forth in paragraphs 1 through 43 above.

45. Plaintiff brings this action pursuant to Chapter 86, Florida Statutes and seeks a declaratory judgment in order resolve his doubt and uncertainty as to the legal significance, if any, of the documents attached hereto as Exhibits "A", "B", "C" and "D".

46. Section 86.011 Florida Statutes expressly provides this Court with jurisdiction and the power, at section 86.021 "...to declare rights, status and other equitable or legal relations."

47. Chapter 86 is to be liberally construed so as to afford parties relief from insecurity and uncertainty with respect to their rights and status.

48. Plaintiff is in doubt as to whether he is bound by any of the duties, obligations, or conditions set forth in the documents attached as Exhibits "A", "B", "C" and "D".

49. Plaintiff seeks an order of this Court declaring that the agreement in the form set out in Exhibits "A", "B", "C" and "D" between Plaintiff and Defendant was never formed, and therefore have no legal effect.

50. Plaintiff is entitled to declaratory relief pursuant to Chapter 86, Florida Statutes, as:

- a. a good faith dispute exists between Plaintiff and Defendant regarding the validity of the documents attached hereto;

- b. Plaintiff presently have a justiciable question concerning his rights and/or status under the application he was induced by Defendant to sign attached as Exhibits “A”, “B”, “C” and “D”.
- c. Plaintiff is in doubt regarding his rights to certain legal and equitable relief for; and
- d. Plaintiff has an actual, present and practical need for a determination and declaration of his legal and equitable rights pursuant to the application attached as Exhibits “A”, “B”, “C” and “D”.

WHEREFORE, Plaintiff hereby seeks a Declaratory Judgment finding that parties are not bound by the documents set out in Exhibits “A”, “B”, “C” and “D” because of fundamental misunderstandings between the parties as to the (i) terms of the transaction being entered, (ii) omission of material terms, (iii) Plaintiff’s ineligibility for certain tax incentive programs, and (iv) impossibility of performance due to the small size and low solar output of the solar system installed.

COUNT TWO
Contract Rescission

51. Plaintiff reasserts and incorporate herein by reference the averments set forth in paragraphs 1 through 43 above.

52. This is an action for rescission of the documents attached at Exhibits “A”, “B”, “C” and “D”.

53. The agreement reached between the parties should be rescinded because Plaintiff was misled by Defendant’s Sales Agent as to the nature of the deal he was entering.

54. Defendant’s Sales Agent made a series of misrepresentations and inducements related to the capacity and benefits of the home solar system including (i) if Plaintiff purchased a home solar system he will “never have to pay for electricity again” as his monthly Florida Power

& Light (“FPL”) electricity bill would be reduced to zero-dollars; (ii) the system would have the capacity to produce more energy than his home would need, (iii) the excess energy his home solar system produced could be sold to FPL, for Plaintiff’s profit, (iv) Plaintiff would receive a one-time \$6,000 rebate payment, and (v) the installation of the solar system would increase the value of his home.

55. The home solar system actually installed results in impossibility of performance on the above material representations due to the systems inability to produce the amount of solar energy needed to live up to the inducements made by Defendant’s Sales Agent.

56. Defendant knew the system as installed would not produce the promised results and such false representations caused Plaintiff’s reasonable inducement, and the installation of the system that could not produce the promised solar outputs created impossibility of performance.

57. Other grounds for rescission and cancellation of the contract and resulting loan deal include mutual mistake as to Plaintiff’s availability for federal tax incentive programs for solar power and misunderstanding as to the offer of a \$6,000 rebate payment to be made from the Defendant to the Plaintiff.

58. The contract also left blank the number of solar panels Plaintiff was purchasing from the Defendant for the loan amount, which is an essential and material term in the contract.

59. Plaintiff’s lack of eyesight and limited English further attributed to the resulting fundamental misunderstandings.

60. There was no meeting of the minds as to the terms of the agreement.

61. Thus, Plaintiff is seeking rescission, and has rescinded the contract and notified the Defendant of such rescission.

62. To the extent Plaintiff has received any benefits from the contract, Plaintiff offers

to restore these benefits to Defendant, including returning the solar system and all equipment installed at Plaintiff's home.

63. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff, hereby requests an order rescinding the documents attached hereto as Exhibits "A", "B", "C" and "D" finding that no valid enforceable contract or agreement exists between the parties, and award such other and further relief as this Court may deem just and fair.

COUNT THREE
Fraud in the Inducement

64. Plaintiff reassert and incorporate herein by reference the averments set forth in paragraphs 1 through 43 above.

65. Defendant's Sales Agent made false statements concerning material facts including representing to Plaintiff that: (i) if he purchased a home solar system he will "never have to pay for electricity again" as his monthly Florida Power & Light ("FPL") electricity bill would be reduced to zero-dollars; (ii) the system would have the capacity to produce more energy than his home would need, (iii) the excess energy his home solar system produced could be sold to FPL, for Plaintiff's profit, (iv) Plaintiff would receive a one-time \$6,000 rebate payment, and (v) the installation of the solar system would increase the value of his home.

66. Given the size and low solar output of the system installed, Defendant had knowledge that the above representations were false.

67. Defendant intended for the sales representations to induce Plaintiff to enter the home solar system contract and take out the Ygrene loan.

68. But for the misrepresentations made by the Defendant, Plaintiff would not have entered the deal to purchase the home solar system as reflected in documents attached as Exhibits

“A”, “B”, “C” and “D”.

69. Plaintiff reasonably relied on the Defendant’s false representations, and as a direct and proximate result of the Defendant’s misrepresentations was induced to take out the Ygrene loan, secured by the Miami-Dade “Green Corridor” special assessment, in order to purchase the solar system and has sustained actual damages.

70. Finally, Defendant’s conduct showed reckless indifference to the rights of others as to be equivalent to an intentional violation of those rights.

WHEREFORE, Plaintiff, hereby demands judgement against Defendant for compensatory damages and for the reasonable costs of this action, and further demands a jury trial as of right on all issues so triable and such other and further relief as is necessary, appropriate, just, or proper.

COUNT FOUR
**Claim for Damages Under Chapter 501, Florida’s
“Deceptive and Unfair Trade Practices” Act**

71. Plaintiff reasserts and incorporates herein by reference the averments set forth in paragraphs 1 through 43 above.

72. This is an action for violation of, Chapter 501, Florida Statutes, Florida’s Deceptive and Unfair Trade Practices Act (FDUTPA). At all times material hereto, this Act provides that unfair or deceptive acts or practices in the conduct of any trade or commerce are declared unlawful. Fla. Stat. 501.204(1).

73. At all times material hereto, Defendant “baited” Plaintiffs to sign up for a Ygrene loan to pay for the installation of a home solar system by making myriad representations about the performance and financial benefits of owning such a system and then “switching” the deal Plaintiff thought he was entering into by installing a system that did not deliver on any of the inducing

representations.

74. Defendant's Sales Agent made false statements concerning material facts including representing to Plaintiff that: (i) if he purchased a home solar system he will "never have to pay for electricity again" as his monthly Florida Power & Light ("FPL") electricity bill would be reduced to zero-dollars; (ii) the system would have the capacity to produce more energy than his home would need, (iii) the excess energy his home solar system produced could be sold to FPL, for Plaintiff's profit, (iv) Plaintiff would receive a one-time \$6,000 rebate payment, and (v) the installation of the solar system would increase the value of his home.

75. Based on the above misrepresentations Plaintiff was induced to acquire a home solar system and to agree to a special assessment securing a Ygrene loan for more than \$21,000 to pay for the system.

76. Defendant induced Plaintiff to sign a document that left an essential term blank, i.e. the number of solar panels being purchased.

77. Defendant failed to accurately explain the contract to Plaintiff given his poor eyesight and limited English, as well as Defendant's misrepresentations and concealment of facts, all constitute unfair or deceptive acts or practices within the meaning of Florida Stat. 501.204(1) and constitute violations of FDUTPA. Such violations resulted in Plaintiff being induced to execute the applications document attached as Exhibits "A", "B", "C" and "D".

78. Section 501.211(2) Florida Statutes provides that a consumer who has suffered a loss because of a violation of FDUTPA may recover actual damages plus attorney's fees and costs.

79. Plaintiff is a consumer who has suffered a loss because of Defendant's violations of FDUTPA and are persons whose interests this statute is designed to protect.

80. As a direct and proximate result of Defendant violations of FDUTPA, Plaintiff has

sustained compensatory damages and has also had to hire an attorney for the vindication of his rights.

WHEREFORE, Plaintiff, hereby demands judgement against Defendant for compensatory damages, reasonable attorney's fees and costs; and further demands a jury trial as of right on all issues so triable and such other and further relief as is necessary, appropriate, just, or proper.

COUNT FIVE
Unjust Enrichment

81. Plaintiff reasserts and incorporates herein by reference the averments set forth in paragraphs 1 through 43 above.

82. This is an action for Unjust Enrichment.

83. Ygrene loan proceeds were paid to Defendant for the solar system acquired by Plaintiff.

84. Defendant's acceptance and retention of the monetary benefit for the installation of the flawed solar system at Plaintiff's home is unjust.

85. Plaintiff is seeking for both parties to be returned to the positions which they occupied prior to the parties' transaction and Defendant has been unjustly enriched by the retention of benefits which it should not be entitled.

86. Plaintiff lacks an adequate remedy at law.

WHEREFORE, Plaintiff, hereby demands judgement against Defendant for unjust enrichment, and for this Court to order the return to the Plaintiff of all sums of money paid under the contracts, for Defendant to retake possession of the solar system equipment installed at Plaintiff's home, and otherwise return Plaintiff to the position he was in prior to entering into the transaction, and such other and further relief as is necessary, appropriate, just, or proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues that can be heard by a jury.

Respectfully submitted,

Richard Bennett
Florida Bar No.150627
richardbennett27@gmail.com
Peter Bennett
Florida Bar No. 68219
peterbennettlaw@gmail.com

Bennett & Bennett
1200 Anastasia Ave., Office 360
Coral Gables, Florida 33134
Tel: (305) 444-5925

By: *s/ Peter Bennett*
Peter Bennett

EXHIBIT A

RESIDENTIAL SOLAR PHOTOVOLTAIC SYSTEM APPLICATION

This Sales and Installation Agreement (Agreement) made and entered into on 3/1/16, is the agreement between Group Solar U.S.A. (GSU), located at 3001 Cedara Terrace, Sebring FL 33870.

And JUNIOR JEAN residing at 375 nw 111th st Miami Shores FL, 33168 (PURCHASER) for the sales, design and installation of a Solar Photovoltaic System (SPS) as described herein.

Purchaser Name:

Installation Site Address (ISA):

Purchaser Phone Number:

JUNIOR JEAN

375 nw 111th st Miami Shores, FL, 33168

305-428-2328

305-720-0030

Number/Amount	Description of Significant Equipment
Meter No. For Site:	# <u>07508-90444</u>
<u>2.70</u> kW	A turnkey grid connected Solar Photovoltaic System consisting of: SunEdison Brand 270 W monocrystalline solar panels; Inverter; Racking, Flashing, AC Disconnect switch and all hardware and labor necessary for the installation of the Solar Photovoltaic System.
<input type="checkbox"/> Twenty Five (25) Years	Manufacturer warranty from SunEdison covering the solar panels (modules).
<input type="checkbox"/> Twenty Five (25) Years	Manufacturer warranty from Enphase Energy covering the inverters.
<input checked="" type="checkbox"/> Twenty Five (25) Years	Manufacturer warranty from SunEdison covering the SPS.

Contract Price: \$ <u>19,990</u>	Approximate Time Line Start Date: <u>3/1/16</u> Completion Date: <u>4/1/16</u> State License: CVC56809
Down Payment: \$ <u>0</u>	

Schedule of Payments

Financing by: <u>Wachovia</u>	Numbers of Monthly Payment: <u>240</u>
Total System Financing \$ <u>19,990</u>	
Estimated Monthly Payment: \$ <u>828.99</u>	<u>7.53</u> % APR

SEE ADDITIONAL PAGE HEREOF FOR ADDITIONAL TERMS, CONDITIONS AND COVENANTS WHICH FORM A PART OF THIS AGREEMENT

Purchaser

Group Solar U.S.A.

Name:

Date:

JUNIOR JEAN
3/1/16

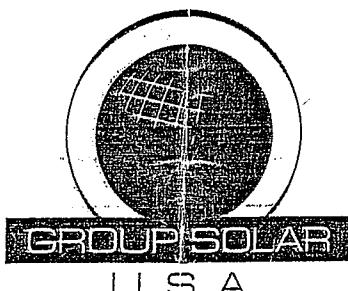
BAR BITION

Date: 3/1/16

Name:

Date:

YOU MAY TERMINATE THIS AGREEMENT IF NOT APPROVED AT NO COST AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME



Scope of the Work: GSU will survey the ISA and design an appropriate SPS. GSU will obtain all permits necessary for the installation of the SPS and install the SPS system as per the terms of this Agreement.

Terms and Conditions

1. **Binding Effect:** The binding effect of this Agreement is subject to execution by an authorized officer of GSU. If Purchaser is not approved by the Clean Energy Program and/or if the permits are not approved, the application will be withdrawn without any penalties.
2. **Equipment:** GSU agrees to sell and Purchaser agrees to purchase the equipment from GSU, at the sale price set forth on page one (1) of this document and subject to the terms and conditions of this Agreement. The equipment can be altered, upon agreement by the parties, and, if necessary, as determined by GSU, or upon GSU's inability to obtain the specific brand of equipment listed.
3. **Payment and Rebates:** The total sale price is payable as specified on page one (1) of this Agreement.
 - a. Rebate and incentive calculations provided by GSU are estimates based on assumptions that may not be applicable based on the circumstances specific to the Purchaser's SPS project.
 - b. Actual rebates and incentives are variable as eligibility requirements, GSU will use good faith reasonable efforts to help Purchaser secure applicable rebates and incentives, but GSU shall have no financial obligation to Purchaser regarding actual rebate and incentive amounts received.
 - c. GSU is not responsible for delays in work due to the actions of any permitting or regulatory agencies or their employees.
 - d. Purchaser shall be responsible for any taxes now or hereafter imposed.
4. **Shipment:** Once GSU has obtained all approvals and permits necessary to commence installation and the Equipment is ready to be shipped, GSU shall advise Purchaser of estimated date of Equipment arrival. GSU may store the Equipment at Purchaser's Installation site. GSU's obligations, as described in this Agreement, may be subject to delays incident to labor difficulties, fires, casualties and accidents; acts of God, acts of war or the public enemy; transportation difficulties; governmental interference or regulations; inability to obtain equipment, material or qualified labor sufficient to fill its orders in a timely manner; and other causes beyond GSU's control. All such incidents will be considered Force Majeure events.
5. **Applications, Approvals, Credits and Grants:** GSU will complete all forms required for the approval of Purchaser's SREC Registration Program (SRP), Utility Inter-connection. Purchaser must submit all information required for completion of these forms in a timely manner, so as not to cause unnecessary delays.
6. **Installation:**
 - a. Purchaser is responsible for providing a safe work environment and timely access to the areas upon which the SPS is to be installed.
 - b. In the event that GSU, in its sole discretion, determines that the ISA is not amenable to the installation of the SPS, GSU may terminate this Agreement.
 - c. Purchaser agrees to provide, at no charge, storage of and access to the SPS equipment.
7. **Property Conditions:** Purchaser is responsible for the structural integrity of the location where the SPS is installed. GSU is not responsible or liable for any known or unknown property conditions, including damage to old, deteriorated or improperly installed sub-roofing, roof covering or supports, siding, exterior covering/painting or any other non-visible conditions at the installation site. GSU is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Purchaser's property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.
8. **Title & Risk of Loss:** GSU warrants that, upon completion of the SPS Installation, free and clear title to the Equipment shall pass to Purchaser.
9. **ADDITIONAL RIGHTS TO CANCEL:** YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME.
10. **GSU's Remedies Upon Purchaser's Breach:** Without limiting any of GSU's other rights and remedies upon breach by Purchaser, GSU shall have the right to:

remove any project materials or equipment and to be reimbursed for all costs incurred by GSU.

11. **Group Solar USA Insurance:** PC907842 – PC5224455
12. **Media:** Purchaser grants GSU the right to publicly use, display, share or advertise photographic images and project details and any other information related to Purchaser's SPS, unless Purchaser objects to same in writing.
13. **Dispute Resolution:** All disputes arising out of or relating to this Agreement shall be resolved by binding Arbitration in accordance with the rules of the American Arbitration Association (AAA). Arbitrators shall be selected and agreed to by both parties, provided that if the parties cannot agree upon the selection of the Arbitrator(s) the rules of AAA with respect to selection of arbitrators shall govern. The costs of arbitration are to be divided equally by the parties except that each party is to bear its own expenses for its witnesses, evidence and attorneys. The decision of the arbitrator shall be final and binding and enforceable in any court of competent jurisdiction. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. We agree that any dispute that arises between GSU and Purchaser shall be resolved exclusively by arbitration.
14. **Warranties:**
 - a. **LIMITED WARRANTY**
 - i. The SPS is warranted under the terms as set forth in this agreement and there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, suitability or performance of the project or its installation.
 - ii. GSU has no responsibility with manufacturer warranties other than to transfer them to purchaser.
 - iii. GSU warrants the installation of the SPS against defects in workmanship during the first 5 years. This warranty does not cover any force majeure events, damage normally covered by homeowners' insurance, power outages, normal wear and tear of the roof, roof shingle failure, sub-structure failure siding or electrical system failure. GSU specifically disclaims any guaranteed output of the SPS, including any claims made orally or in writing by GSU, its agents or subcontractors.
 - b. **LIMITATION OF LIABILITY**
 - i. GSU and Purchaser agree there are no consequential damages. Each party's liability to the other under this agreement shall be limited to direct, actual damages only. GSU and Purchaser agree that in no event shall either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages.
 - ii. **Actual Damages.** Actual liability for damages by either GSU will not exceed \$2,000.00, including without limitation damages to purchaser's home or property during the installation of the project or resulting from the project.
 - iii. **No Express or Implied Warranties.** Except as expressed in the other parts of this agreement, GSU disclaims and Purchaser waives all express or implied warranties including without limitation any implied warranties of merchantability and fitness for a particular purpose. GSU will not be liable to purchaser under this warranty if an alleged defect in any work or equipment was caused by purchaser's or any third person's [for whom GSU is not responsible] misuse, neglect, unauthorized attempts to repair, or any other cause beyond the range of intended use, or by accident, fire, lightning or other hazard.
 15. **Indemnification:** Purchaser shall indemnify and hold GSU and GSU's affiliates harmless from and against any and all losses, expenses and damages arising out of or incident to willful or negligent acts or omissions of the Purchaser.
 16. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all negotiations, prior discussions and preliminary agreements made prior to this dated Agreement. Any modifications, changes or amendments shall be made in writing and signed by an authorized representative of both parties. This agreement shall be deemed to have been made and shall be governed by and construed in accordance with the laws of the State of Jersey without giving effect to the conflict of laws principle.

Purchaser Initials: JJ

NOTICE OF RIGHT TO CANCEL

'OU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAYS AFTER YOU SIGN HIS AGREEMENT. CANCELATION SHOULD BE COMMUNICATED IN WRITING OR EMAIL TO GROUP SOLAR USA TO 3001 CEDORA TERRACE EBRING FL 33870.

EXHIBIT B

GREEN CORRIDOR

CFN: 20160168887 BOOK 30006 PAGE 4189
DATE:03/21/2016 02:53:59 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

RECORDED AND PREPARED BY AND
AFTER RECORDATION RETURN TO:

Ygrene Energy Fund Florida, LLC
3360 Mary Street #124
Miami, FL 33133

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SUMMARY MEMORANDUM OF AGREEMENT

03/02/2016

This Summary Memorandum of Agreement, dated, is between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic duly organized and existing under the laws of the State of Florida (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified herein.

The District and the Owner entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement") dated 03/02/2016 for the purpose of installing on the Property the Qualifying Improvements listed in Exhibit B.

Owner No. 1: Julian

jean

Owner No. 2:

Owner No. 3:

Owner No. 4:

Trust:

Legal Entity:

Project ID No.: FL-15-RZYYXP

Folio Number: 11-2136-001-0780

Property Street Address: 375 NW 111TH ST

City: MIAMI SHORES

State: FL

Zip: 33188



The parties agreed that the District will collect a non-ad valorem special assessment to repay the costs for funding the Qualifying Improvements. The assessment to be levied on the Property constitutes a lien of equal dignity to county taxes and assessments that is effective from the date of recordation of this Summary Memorandum of Agreement. The final principal amount of the assessment and payment schedule will be set forth in an addendum to the Financing Agreement to be recorded in the public records of Miami-Dade County upon completion of the installation of the Qualifying Improvements. Except as otherwise provided in the Financing Agreement, the Financing Agreement shall expire upon the final payment or prepayment of the non-ad valorem special assessment.

DESCRIPTION OF ESTIMATED COSTS AND TERMS OF FINANCING

INTEREST RATE:	7.32	%	REPAYMENT TERM:	20
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Proposed Total Financing Amount	\$21,850.06
Proposed Annual Assessment*	\$2,114.07

*NOTE: Collection fees may be added to the final assessment amount. These fees vary and are based on changes in the Tax Collector's fee schedule and policies.

Ask the program administrator for the current collection fees being charged.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

(SIGNATURE PAGES FOLLOW)



PROPERTY OWNER NO. 1		PROPERTY OWNER NO. 2	
<input checked="" type="checkbox"/> SIGNATURE: 	SIGNATURE:		
NAME: Julian Jean	NAME:		
TITLE:	TITLE:		
TRUST:	TRUST:		
LEGAL ENTITY:	LEGAL ENTITY:		

PROPERTY OWNER NO. 3		PROPERTY OWNER NO. 4	
SIGNATURE:		SIGNATURE:	
NAME:	NAME:		
TITLE:	TITLE:		
TRUST:	TRUST:		
LEGAL ENTITY:	LEGAL ENTITY:		



GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

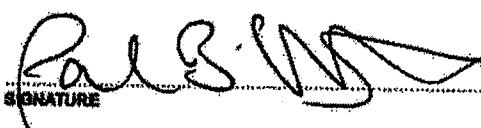
IMPORTANT SIGNATURE INSTRUCTIONS: PLEASE SIGN YOUR NAME EXACTLY AS DISPLAYED IN THE SIGNATORY FIELDS BELOW, INCLUDING THE TITLE IF APPLICABLE.

IF YOU ARE A TRUSTEE, PLEASE INCLUDE THE TITLE "TRUSTEE" AFTER YOUR SIGNATURE. EXAMPLE: John M. Smith, Trustee

E-SIGNATURE

DATE

WET SIGNATURE


SIGNATURE

DATE 3-18-16

Name of Signatory: PAUL WINKELJOHN

Title of Signatory: EXECUTIVE DIRECTOR



EXHIBIT A

PROPERTY (LEGAL DESCRIPTION)

NEW MIAMI SHORES ESTS PB 51-80

LOT 28 BLK 3

LOT SIZE 75.000 X 100

OR 18636-3417 1294 1

EXHIBIT B

INITIAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

<input type="checkbox"/> BOILER	<input type="checkbox"/> CONTROL SYSTEMS	<input type="checkbox"/> ENERGY EFFICIENT WINDOWS & DOORS	<input type="checkbox"/> HVAC	<input type="checkbox"/> IMPACT WINDOWS & DOORS	<input type="checkbox"/> INSULATION
<input type="checkbox"/> LIGHTING	<input type="checkbox"/> REFLECTIVE COATING	<input type="checkbox"/> ROOFING	<input checked="" type="checkbox"/> SOLAR	<input type="checkbox"/> WATER CONSERVATION	<input type="checkbox"/> HURRICANE PROTECTION

OTHER PLEASE DESCRIBE:



PROPERTY OWNER(S)
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF }

The foregoing instrument was acknowledged before me this

3 day of March , 2016, by

Julnor Jean
has/have produced

[SEAL]



KATRINA DELGADO
MY COMMISSION # FF019954
EXPIRES: October 20, 2016
Issued thru Budget Notary Services

Katrina Delgado
Notary Public, State of Florida

Katrina Delgado
PRINT NAME OF NOTARY

FF019954
COMMISSION NUMBER

Oct. 20, 2016
COMMISSION EXPIRES

**DISTRICT
NOTARY ACKNOWLEDGEMENT**

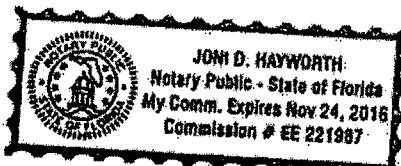
STATE OF FLORIDA }
COUNTY OF }
 ISS

The foregoing instrument was acknowledged before me this 13 day of MAR, 2016, by

Paul Winkeljohn, who is/are personally known to me or who

has/have produced

[SEAL]



PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER

PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER

EXHIBIT C



Green Corridor

Final Closing Statement

PROJECT DETAILS

PROJECT ID:	FL-15-RZYYXP	STATEMENT DATE:	04/20/2016
DISTRICT:	Green Corridor	FUNDING DATE:	04/22/2016
PROPERTY ADDRESS:	375 NW 111TH ST , MIAMI SHORES, FL 33168	APN:	11-2136-001-0760
OWNER NAME(S):	Julnor jean		
TRUST:			
LEGAL ENTITY:			

FINANCING SUMMARY

PROJECT COSTS		PROGRAM FEES	
PAYMENT 1:	\$19,990.00	APPLICATION FEE:	
PAYMENT 2:		PROCESSING & UNDERWRITING FEE:	\$125.00
PAYMENT 3:		JURISDICTION COST RECOVERY FEE:	\$125.00
TOTAL PAYMENTS	\$19,990.00	RECORDING & DISBURSEMENT FEE:	\$100.00
ELECTIVE FEES		TITLE & ESCROW FEE:	
PRE-PAYMENT WAIVER FEE:		ENERGY AUDIT FEE:	
TOTAL ELECTIVE FEES	\$0.00	ORIGINATION FEE:	
INTEREST		BOND TRUSTEE FEE:	
CAPITALIZED INTEREST:	\$1,116.14	TOTAL PROGRAM FEES	
TOTAL INTEREST	\$1,116.14	\$505.00	

TOTAL SPECIAL TAX / ASSESSMENT

INTEREST RATE:	7.320%	TOTALS SUMMARY	
TERM (years):	20	TOTAL PAYMENTS:	\$19,990.00
TAX ROLL DATE			TOTAL PROGRAM FEES:
YOUR FIRST PAYMENT WILL BE APPLIED TO THE NEXT BILLING PERIOD AFTER THIS DATE:	12/31/2016	TOTAL ELECTIVE FEES:	\$0.00
		TOTAL INTEREST:	\$1,116.14
		TOTAL SPECIAL TAX/ASSESSMENT	
			\$21,611.14

EXHIBIT D

GREEN CORRIDOR

RECORDED AND PREPARED BY AND AFTER
RECORDATION RETURN TO:
Ygreen Energy Fund Florida, LLC
3390 Mary Street, #124
Miami, FL 33133

SPACE Above This Line is for Recorder's Use Only

ADDENDUM TO FINANCING AGREEMENT

This Addendum to Financing Agreement, dated 04/28/16, is between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic duly organized and existing under the laws of the State of Florida (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified herein.

The District and the Owner entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement") dated 03/18/16 for the purpose of financing the installation of certain Qualifying Improvements on the Property initially listed on Exhibit B to the Financing Agreement (the "Initial Description of Qualifying Improvements"). A Summary Memorandum of Agreement, summarizing appropriate terms of the Financing Agreement, was recorded in the public records of Miami-Dade County on 03/21/16, in Book 30059, Pages 4189 - 4195.

Owner No. 1:

Junior Jean

Owner No. 2:

Owner No. 3:

Owner No. 4:

Trust:

Legal Entity:

Project ID No.:

FL-15-RZYYXP

Folio Number:

11-2136-001-0780

Property Street Address: 375 NW 111TH ST

City:	State:	Zip:
MIAMI SHORES	FL	33168

The parties agreed in the Financing Agreement that the Preliminary List of Improvements would be modified and finalized in an Addendum to the Financing Agreement upon completion of the installation of the Qualifying Improvements (the "Final Improvements") on the Property, and the Property Owner agreed to the imposition by the District of a special non-ad valorem assessment on the Property (the "Assessment") in order to repay the costs incurred by the District with respect to financing the installation of the Final Improvements.

The Financing Agreement set forth the maximum principal amount to be financed, the estimated interest rate on the Assessment, and the estimated amount payable annually on the Assessment based upon the estimated interest rate, the preliminary list of improvements, and the initial term of the assessment. The parties agreed that all such amounts would be modified and finalized in an Addendum to the Financing Agreement after the cost of the Final Improvements was determined.

Accordingly, the parties hereto are entering into this Addendum, which sets forth (a) the Final Improvements in Exhibit B hereto and (b) the final principal amount of the Assessment, the final interest rate payable thereon, and the final schedule of annual Assessment payments due in Exhibit C hereto.

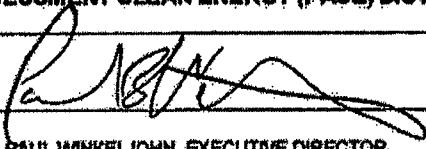
IN WITNESS WHEREOF, the parties hereto have respectively executed this Addendum effective as of the date of the District's signature.

(SIGNATURE PAGE FOLLOWS)

www.YgrenaWorks.com

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

Signature of Authorized Person:



Print Name and Title of Authorized Person: PAUL WINKELJOHN, EXECUTIVE DIRECTOR

Date:

4-29-16

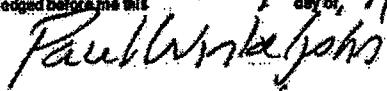
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

ss

The foregoing instrument was acknowledged before me this

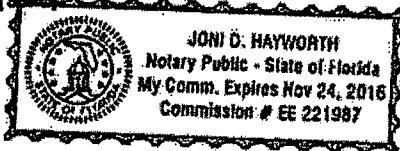
29 day of April 2016, by



, who is/are personally known to me or who

has/have produced

as identification.



JONI D. HAYWORTH
Notary Public - State of Florida
My Comm. Expires Nov 24, 2016
Commission # EE 221987

PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER

www.YgreenWorks.com

**EXHIBIT A
PROPERTY (LEGAL DESCRIPTION)**

NEW MIAMI SHORES ESTS PB 51-80
LOT 28 BLK 3
LOT SIZE 75.000 X 100
OR 18636-3417 12941

**EXHIBIT B
FINAL DESCRIPTION OF QUALIFYING IMPROVEMENTS**

<input type="checkbox"/> Installation of new roof.	<input type="checkbox"/> Installation of High Impact Windows.
<input type="checkbox"/> Installation of High Impact Doors.	<input type="checkbox"/> Installation of new HVAC system.
<input type="checkbox"/> New Insulation	<input checked="" type="checkbox"/> Installation of Solar Panels.
<input type="checkbox"/> Installation of Solar Water Heater (DHW)	<input type="checkbox"/> Other: _____

EXHIBIT C

REPAYMENT TERM: 20 years

Prepayment penalty: 5 %

Annual Special Assessment* \$ 2,090.85

*NOTE: Collection fees may be added to the final assessment amount. These fees vary and are based on charges in the Tax Collector's fees schedules and policies. Ask the program administrator for the current collection fees being charged.
